

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re: * Case No. 17-57822

John Thomas MacDonald

* Ch. 13

Debtor(s) * Judge: CALDWELL

AMENDMENT TO CHAPTER 13 PLAN

Now comes the debtor, by and through counsel, to amend the Chapter 13 Plan as provided below:

Debtor amends the plan to increase payments beginning in the 6th month to provide feasibility after reaching an agreement regarding the allowance of Claim One.

The debtor also notes that the special provision related to the Department of Education was revised to adopt the exact language of the Agreed Order with the United States of America (Doc. 26) in order to ensure that the amended plan does not affect the agreement with the United States of America.

A copy of the Chapter 13 Plan as amended by the debtor follows.

Respectfully submitted,

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re) Case No. **2:17-bk-57822**
John Thomas MacDonald, Jr.)
)
Debtor(s)) Chapter 13
) Judge CALDWELL

CHAPTER 13 PLAN

1. NOTICES

The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.

This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule ("LBR") 3015-1. "Debtor" means either a single debtor or joint debtors as applicable. "Trustee" means Chapter 13 Trustee. Section "\$" numbers refer to sections of Title 11 of the United States Bankruptcy Code. "Rule" refers to the Federal Rules of Bankruptcy Procedure.

Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).

- ☐ Debtor ____ is **not eligible** for a discharge.
☐ Joint Debtor ____ is **not eligible** for a discharge.

☐ **Initial Plan.**

☒ **Amended Plan.** The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly reflected in bold, italics, strike-through or otherwise in the Amended Plan filed with the Court. LBR 3015-2(a)(1).

If an item is not checked, the provision will be ineffective if set out later in the Plan.

- ☒ **This Plan contains nonstandard provisions in Paragraph 13.**
☐ **The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2 and/or 5.1.4.**
☐ **The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1, 5.4.2 and 5.4.3.**

NOTICE TO CREDITORS: You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.

2. PLAN PAYMENT AND LENGTH

2.1 Plan Payment. The Debtor shall pay to the Trustee the amount of \$ **752.00** per month. [Enter step payments below, if any.] The Debtor shall commence payments within thirty (30) days of the petition date.

2.1.1 Step Payments, if any: **\$815.00 after 5 months until the plan completes.**

2.2 Unsecured Percentage.

☒ **Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of **100.00** % on each allowed nonpriority unsecured claim.

☐ **Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is \$ _____. Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than _____ %. LBR 3015-1(c)(2).

2.3 Means Test Determination.

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☐ **Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.

☒ **Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, projected length of the Plan must be sixty (60) months.

3. PRE-CONFIRMATION LEASE PAYMENTS AND ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total plan payment to the Trustee. LBR 3070- 1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

Name of Lessor/Secured Creditor	Property Description	Monthly Payment Amount
-NONE-		

4. SECURED CLAIMS: TIMING REQUIREMENTS; SERVICE REQUIREMENTS

- 4.1 Non-Government Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2 and 5.1.4. Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2 and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.
- 4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made only by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed only after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).
- 4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2, 5.1.4, 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), Rule 4003(d) and General Order 22-2.
- 4.4 Retention of Lien. The holder of any claim listed in Paragraphs 5.1.2, 5.1.4 and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of --(a) payment of the underlying debt determined under nonbankruptcy law, (b) discharge of the underlying debt under 11 U.S.C. § 1328, or (c) completion of the Plan --at which time the lien will terminate and be released by the creditor

5. PAYMENTS TO CREDITORS**SUMMARY OF PAYMENTS BY CLASS**

Class	Definition	Payment/Distribution by Trustee
Class 1	Claims with Designated Specific Monthly Payments	Paid first in the monthly payment amount designated in the Plan
Class 2	Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages)	Paid second and pro rata with other Class 2 claims.
Class 3	Priority Claims	Paid third and pro rata with other Class 3 claims.
Class 4	Nonpriority Unsecured Claims	Paid fourth and pro rata with other Class 4 claims.
Class 5	Claims Paid by a Non-Filing Co-Debtor or Third Party	Not applicable

MANDATORY FORM PLAN (Effective 12/1/2017)

Class 6	Claims Paid by the Debtor	Not applicable
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Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient.

5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated for payment starting the month after the filing of the petition. Arrearages shall be paid as Class 2 claims.

Trustee disburse.

Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount
None			

Debtor direct pay. Unless otherwise ordered by the Court, regular monthly mortgage payments may only be paid directly by the Debtor if the mortgage is current as of the petition date. LBR 3015-1(e)(1).

Name of Creditor	Property Address	Residence (Y/N)	Monthly Payment Amount
myCUMortgage LLC	3312 Calumet St. Columbus, OH 43202 Franklin County //Debtor's Principal Residence	Y	1,845.00
Navy Federal Credit Union Mortgage	6229 Cooper Rd. Lansing, MI 48911 Ingham County //Debtor's Rental Property	N	863.00

5.1.2 Modified Mortgages or Liens Secured by Real Property ["Cramdown/Real Property"]

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the plan is due. 11 U.S.C. §§ 1322(b)(2), (c)(2). To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

Name of Creditor/Procedure	Property Address	Value of Property	Interest Rate	Minimum Monthly Payment
<u>-NONE-</u>		\$	%	\$

5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable ["910 Claims/Personal Property"]

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor's personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

Name of Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment Including Interest
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MANDATORY FORM PLAN (Effective 12/1/2017)

Name of Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment Including Interest
-NONE-			\$	%	\$

5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable [“Cramdown/Personal Property”]

The following claims are secured by personal property not described above in Paragraph 5.1.3. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

Name of Creditor/Procedure	Property Description	Purchase/Transaction Date	Value of Property	Interest Rate	Minimum Monthly Payment Including Interest
-NONE-			\$	%	\$
Motion Plan Claim Objection					

5.1.5 Domestic Support Obligations (On-Going) - Priority Claims under § 507(a)(1)

If neither box is checked, then presumed to be none.

- ☐ **Trustee disburse**
☐ **Debtor direct pay**

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee.

Name of Holder	State Child Support Enforcement Agency, if any	Monthly Payment Amount
-NONE-		\$

5.1.6 Executory Contracts and Unexpired Leases

The Debtor rejects the following executory contracts and unexpired leases.

Notice to Creditor of Deadline to File Claim for Rejection Damages: A proof of claim for rejection damages must be filed by the creditor within seventy (70) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

Name of Creditor	Property Description
-NONE-	

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(d)(2). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract and unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

Trustee disburse.

Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date
-NONE-			\$	\$	

Debtor direct pay.

MANDATORY FORM PLAN (Effective 12/1/2017)

Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date
-NONE-			\$	\$	

5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

Name of Claimant	Total Claim	Amount to be Disbursed by Trustee	Minimum Monthly Payment Amount
Michael A. Cox 0075218	3,700.00	3,000.00	\$650.00

5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)**5.2.1 Secured Claims with No Designated Monthly Payments**

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims.

Name of Creditor	Estimated Amount of Claim
-NONE-	\$

5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

- ☐ Trustee disburse
☐ Debtor direct pay

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

Name of Holder	State Child Support Enforcement Agency, if any	Estimated Arrearage
-NONE-		\$

5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See In re Lane, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov. Name of Creditor

MANDATORY FORM PLAN (Effective 12/1/2017)

Name of Creditor/Procedure	Property Address	Value of Property	SENIOR Mortgages/Liens	Amount of Wholly Unsecured Mortgage/Lien
<u>-NONE-</u>		\$		\$
Motion Plan Claim Objection		Debtor's Interest \$		

5.4.2 Judicial Liens Impairing an Exemption in Real Property

The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1)(A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

Name of Creditor/Procedure	Property Address	Value of Property	Exemption	OTHER Liens	Judicial Lien	Amount of Judicial Lien to be Avoided

5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

Name of Creditor/Procedure	Property Description	Value of Property	Exemption	Amount of Security Interest to be Avoided
<u>-NONE-</u>		\$	\$	\$
Motion Plan			Statutory Basis	Effective Upon:

5.4.4 Mortgages to be Avoided Under 11 U.S.C. § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

Name of Creditor	Action to be Filed By	Address of Property
<u>-NONE-</u>	Debtor Trustee	

5.5 CLASS 5 - CLAIMS PAID BY A NON-FILING CO-DEBTOR OR THIRD PARTY

The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing co-debtor or third party.

Name of Creditor	Name of Payor
<u>-NONE-</u>	

5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims shall not be paid by the Trustee but shall be paid directly by the Debtor.

Name of Creditor	Monthly Payment Amount
Dept Ed/Navient (IDR Payment)	\$301.89
myCUMortgage LLC	\$1,845.00
Navy Federal Credit Union Mortgage	\$863

6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

Name of Creditor	Description of Property
-NONE-	

7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court or provided for in this Plan and except for claims treated in paragraph 5.1.1, secured claims shall be paid interest at the annual percentage rate of 5.5 % based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp. (In re Till)*, 541 U.S. 465 (2004).

☐ **This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at % from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

8. FEDERAL INCOME TAX RETURNS AND REFUNDS

8.1 Federal Income Tax Returns

If requested by the Trustee, the Debtor shall provide the Trustee with a copy of each federal income tax return filed during the Plan term by April 30 of each year.

8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and shall turnover any balance in excess of such amount to the Trustee. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

9. OTHER DUTIES OF THE DEBTOR

9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

9.2 Personal Injury, Workers Compensation, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Amount

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of money or property regarding personal injury, workers compensation, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or expected receipt of social security funds.

10. INSURANCE

10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent Name/ Contact Information
6229 Cooper Rd. Lansing, MI 48911 Ingham County //Debtor's Rental Property	USAA	018873131 82A	Homeowners Insurance	800-531-8722
3312 Calumet St. Columbus, OH 43202 Franklin County //Debtor's Principal Residence	USAA	018873131 96A	Homeowners Insurance	800-531-8722

10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

11. EFFECTIVE DATE OF THE PLAN

The effective date of the Plan is the date on which the order confirming the Plan is entered.

12. VESTING OF PROPERTY OF THE ESTATE

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

☐ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b)

☐ Other _____

13. NONSTANDARD PROVISIONS

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

Nonstandard Provisions			
1. Debtor's Chapter 13 plan cannot and does not provide for a discharge, in whole or in part, of Debtor's federal student loans authorized pursuant to Title IV of the Higher Education Act of 1965, as amended ("Federal Student Loans")			
2. As of February 8, 2018, Debtor is in not default on his Federal Student Loans as defined in 34 CFR 682.200(b) and Debtor's Federal Student Loan debt included the following Title IV Student Loans:			
Loan Holder	Loan Date	Loan Type	Original Loan Amount
Dept. of Education/serviced by Navient	3/26/2013	Direct Consolidated Unsubsidized	\$110,556
Dept. of Education/serviced by Navient	3/26/2013	Direct Consolidated Subsidized	\$50,385

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3. On February 20, 2018, Education filed proof of claim number 7-1.
4. During Debtor's participation in an IDR plan and while Debtor is in bankruptcy all actions taken by Education or Education's loan servicer concerning the IDR plan including but not limited to: transmittal to Debtor of monthly loan statements reflecting account balances and payments due, documents, and correspondence; requests for documents or information from Debtor; telephonic and email communications with Debtor; transmittal of notices of late payment due and notices of delinquency to Debtor; default prevention and other administrative communications and actions regarding the IDR plan are deemed exempt from the provisions of 11 U.S.C. § 362(a) as if the loan servicing, administrative actions, and communication during the IDR plan period were enumerated as exempt from the automatic stay under 11 U.S.C. § 362(b). With regard to IDR plan loan servicing, administrative actions, and communication with Debtor while the Chapter 13 case is open Debtor expressly waives any and all causes of action and claims against Education for violation of the automatic stay under 11 U.S.C. § 362(a).
5. Debtor will make full timely monthly payments to Education outside of this Chapter 13 plan. Debtor's Income Drive Repayment Plan payment is \$301.89 and it is due the 16th of every month. Debtor's plan re-certification deadline is September 16, 2018.
6. Pursuant to 34 CFR 685.209, 34 CFR 685.221 or 34 CFR 682.215, as applicable, Debtor shall recertify annually (or as otherwise required by Education) in the applicable IDR plan and shall notify the Chapter 13 Trustee of any adjustment (increase or decrease) to Debtor's monthly IDR plan payment resulting from recertification. Debtor agrees that the process of recertification in an IDR program plan while the Chapter 13 case is open, including communications from Education for the purpose of initiating recertification, shall be considered exempt from the automatic stay provisions of 11 U.S.C. § 362(a) as set forth in paragraph 4 above. Debtor expressly waives any and all causes of action and claims against Education for violation of the automatic stay under 11 U.S.C. § 362(a) with regards to the IDR plan recertification process.
7. If Debtor's annual recertification for an IDR plan changes the required monthly IDR plan payment amount, Debtor will notify the Chapter 13 Trustee within seven (7) days of receiving notice from Education of the revised monthly payment. Debtor or the Chapter 13 Trustee may file a motion to modify the Chapter 13 plan pursuant to 11 U.S.C. § 1329(a) to reflect Debtor's revised monthly IDR plan payment.
8. If Debtor fails to satisfy the requirements for annual recertification in the IDR plan, Education will place Debtor into a standard repayment plan. Debtor expressly agrees that Education's reclassification of Debtor's repayment plan from an IDR plan to a standard repayment plan does not violate the automatic stay provisions of 11 U.S.C. § 362(a). Debtor hereby waives any and all causes of action and claims for violation of the automatic stay in relation to Education's reclassification of Debtor's student loan obligations while Debtor's Chapter 13 case is open and transmittal to Debtor(s) of any correspondence or statements resulting from the reclassification.
9. If, while this Chapter 13 plan is open Debtor stops making payments on the Federal Student Loan, Debtor will incur a delinquency and may default on the Federal Student Loan as defined in CFR 34 CFR 682.200(b). Debtor expressly agrees that Education's communications with Debtor regarding the defaulted debt will not violate the automatic stay provisions of 11 U.S.C. § 362(a) as set forth in paragraph 8 above. Debtor also agrees that if she stops making timely payments directly to Education, then Education may move to dismiss Debtor's bankruptcy or move to modify Debtor's Plan. Debtor hereby waives any and all causes of action and claims against Education for violation of the automatic stay in relation to the default status of Debtor's Federal Student Loan based on non-payment, transmittal to Debtor of any correspondence or statements resulting from the reclassification, or telephonic and email contact with Debtor while Debtor's Chapter 13 case is open.
10. Debtor shall first notify Education of any alleged action by Education or Education's loan servicer that is contrary to the provisions of this agreed order and/or 11 U.S.C. § 362(a), and shall not institute any action in the Bankruptcy Court until after Education has been given a reasonable opportunity to review and, if appropriate, correct such actions. Notice to Education under this Chapter 13 plan shall be made to: The United States Attorney's Office, Southern District of Ohio, 303 Marconi Blvd., Suite 200, Columbus, Ohio 43215. Notice under this provision shall include the Debtor's name, the case number and Chapter 13 designation and a description or identification of the actions that Debtor alleges to be in violation of this agreed order and/or 11 U.S.C. § 362(a).

By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.

MANDATORY FORM PLAN (Effective 12/1/2017)

Debtor's Attorney

/s/ Michael A. Cox

Michael A. Cox 0075218

Date: **April 19, 2018**

Debtor

/s/ John Thomas MacDonald, Jr.

John Thomas MacDonald, Jr.

Date: **April 19, 2018**

Joint Debtor

Date: _____

NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor(s) has filed a Chapter 13 Plan or an Amended Chapter 13 (collectively, the "Plan")

Your rights may be affected. You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file an objection to the Plan **within the later of:** 1) fourteen (14) days after the § 341 meeting of creditors is concluded; **OR** 2) twenty-one (21) days from the date set forth in the certificate of service of this Plan below. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by ordinary U.S. Mail to:

US Bankruptcy Court
170 N. High Street
Columbus, OH 43215

OR your attorney must file the objection using the Court's ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court's ECF System or by 2) ordinary U.S. Mail to:

John MacDonald
3312 Calumet St.
Columbus, OH 43202

Michael A. Cox, Attorney for the debtor(s) (Served by Court's ECF System);
Frank M. Pees, Chapter 13 Trustee (Served by Court's ECF System);
and the United States Trustee (Served by Court's ECF System).

If you or your attorney does not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **Plan** was served (i) electronically on the date of filing through the court's ECF System on all participants registered in this case at the email address registered with the court and (ii) on the parties in interest listed below on **April 24, 2018** in the manner specified below:

The following Parties in Interest were served as required by Bankruptcy Rule 7004 via ordinary U.S. Mail (unless otherwise specified): [NONE]

And, the following Parties in Interest were served via ordinary U.S. Mail:

John MacDonald
3312 Calumet St.
Columbus, OH 43202

None adversely affected.

/s/ Michael A. Cox
Michael A. Cox (0075218)